

In re:
Richard Martin Gaines
Brenda Yvonne Gaines
Debtors

Case No. 19-12974-amc
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2
Date Rcvd: Feb 20, 2025

User: admin
Form ID: pdf900

Page 1 of 2
Total Noticed: 2

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
#	Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 22, 2025:

Recip ID	Recipient Name and Address
db	#+ Richard Martin Gaines, 1500 Orland Street, Philadelphia, PA 19126-2754
jdb	#+ Brenda Yvonne Gaines, 1500 Orland Street, Philadelphia, PA 19126-2754

TOTAL: 2

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 22, 2025

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 20, 2025 at the address(es) listed below:

Name	Email Address
DENISE ELIZABETH CARLON	on behalf of Creditor PNC BANK NATIONAL ASSOCIATION bkgroup@kmlawgroup.com
KENNETH E. WEST	ecfemails@ph13trustee.com philaecf@gmail.com
KEVIN G. MCDONALD	on behalf of Creditor PNC BANK NATIONAL ASSOCIATION bkgroup@kmlawgroup.com
MICHELLE LEE	on behalf of Joint Debtor Brenda Yvonne Gaines bky@dilworthlaw.com

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MICHELLE LEE

on behalf of Debtor Richard Martin Gaines bky@dilworthlaw.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 6

Richard Martin Gaines Brenda Yvonne Gaines <u>Debtor(s)</u>	CHAPTER 13
PNC BANK NATIONAL ASSOCIATION <u>Moving Party</u>	NO. 19-12974 AMC
vs.	
Richard Martin Gaines Brenda Yvonne Gaines <u>Debtor(s)</u>	11 U.S.C. Section 362
Kenneth E. West <u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. As of January 14, 2025, the post-petition arrearage on the mortgage held by Movant on Debtors' residence is **\$3,182.30**. Post-petition funds received after January 14, 2025, will be applied per the terms of this Stipulation as outlined herein. The arrearage is itemized as follows:

Post-Petition Payments:	September 2024 through January 2025 at \$666.41 each
Suspense Balance:	(\$149.75)
Total Post-Petition Arrears:	\$3,182.30

2. The Debtors shall cure said arrearages in the following manner:

a). Beginning **February 2025** and continuing through **June 2025**, until the arrearages are cured, Debtors shall pay the present regular monthly mortgage payment of **\$666.41** (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of **\$530.39** towards the arrearages on or before the last day of each month, with a final installment payment of **\$530.35** due **July 2025**, at the address below:

PNC Bank National Association
Attn: Payment Services
3232 Newmark Drive
Miamisburg, OH 45342

b). Maintenance of current monthly mortgage payments to Movant thereafter.

3. Should Debtors provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtors and Debtors' attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtors should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

5. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the court and the court shall enter an order granting Movant relief from the automatic stay.

6. If the instant bankruptcy is terminated by dismissal, this agreement shall be null and void, and is not binding upon the parties.

7. The terms of this stipulation shall survive the discharge. The arrears outlined in this stipulation shall not be subject to the discharge. In the event of a default under the terms of this stipulation after the discharge and closing of this case, Movant may exercise its remedies under state law, the note, and the mortgage.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: January 16, 2025

/s/ Denise Carlon
Denise Carlon, Esq.
Attorney for Movant

Date: February 5, 2025

/s/ Michelle Lee
Michelle Lee, Esq.
Attorney for Debtors

No Objection

Date: February 8, 2025

/s/ LeeAne O. Huggins
Kenneth E. West
Chapter 13 Trustee

Approved by the Court this 20th day of Feb., 2025. However, the court retains
discretion regarding entry of any further order.



Bankruptcy Judge
Ashely M. Chan